No. 17-1625

IN THE

Supreme Court of the United States

RIMINI STREET, INC., ET AL.,
Petitioners,

v.

ORACLE USA, INC., ET AL.,
Respondents.

On Writ of Certiorari to the United States Court of Appeals for the Ninth Circuit

BRIEF OF *AMICI CURIAE* SCHOLARS OF LINGUISTICS IN SUPPORT OF RESPONDENTS

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QUESTION PRESENTED

Whether the Copyright Act, which gives courts "discretion" to award prevailing parties their "full costs," authorizes recovery of the full range of litigation costs, or authorizes recovery of only the subset of costs that are taxable under 28 U.S.C. § 1920.

TABLE OF CONTENTS

Page

INTEREST OF *AMICI CURIAE* 1

SUMMARY OF ARGUMENT 4

ARGUMENT 7

I. Linguistic Analysis Is Consistent with Canons of Statutory Interpretation and Is Relevant to Determining the Meaning of the Word "Full." 7

II. The Meaning of "Full Costs" in the Copyright Act. 11

III. The Flawed "Delexicalization" Analysis of Corpus Linguistics *Amici*. 16

CONCLUSION 21

TABLE OF AUTHORITIES

Page(s)

Cases

Estate of Cowart v. Nicklos Drilling Co., 505 U.S. 469 (1992) 10

Hibbs v. Winn, 542 U.S. 88, 101 (2004) 10

Merrill Lynch, Pierce, Fenner & Smith Inc. v. Manning, 136 S. Ct. 1562 (2016) 10, 13

Oracle USA, Inc. v. Rimini Street, Inc., 879 F.3d 948 (9th Cir. 2018) 4

Statutes

17 U.S.C. § 505 ..... *passim*

17 U.S.C. § 111(f)(5)(B)(ii) 18

17 U.S.C. § 704(e) 18

17 U.S.C. § 802(f)(1)(A) 18

17 U.S.C. § 911(f) 18, 19

17 U.S.C. § 1309(b)(2) 18

28 U.S.C. § 1920 ..... *passim*

Semiconductor Chip Protection Act of 1984, ch. 9, 98 Stat. 3347 18

Vessel Hull Design Protection Act, ch. 13, 12 Stat. 2905 18

TABLE OF AUTHORITIES—Continued

Page(s)

Rules

Sup. Ct. R. 37.3(a) 1

Sup. Ct. R. 37.6 1

Other Authorities

Antonin Scalia & Bryan A. Garner, *Reading Law: The Interpretation of Legal Text* (2012) 10

Barbara H. Partee, *Compositionality and Coercion in Semantics: The Semantics of Adjective Meaning*, in Gerlof Bouma et al., Cognitive Foundations of Interpretation 145-161 (Royal Netherlands Academy of Arts and Sciences 2007) 7

Barbara H. Partee, *Formal Semantics*, in Maria Aloni and Paul Decker, The Cambridge Handbook of Formal Semantics 3-32 (Cambridge Univ. Press 2002) 7

Dirk Geeraerts, *The Definitional Practice of Dictionaries and the Cognitive Semantic Conception of Polysemy*, Lexicographica 17:6-21 (2001) 9

Geoffrey P. Miller, *Pragmatics and the Maxims of Interpretation*, 1990 Wis. L. Rev. 1179 (1990) 10

Gunter Lorenz, *Really Worthwhile or Not Really Significant? A Corpus-Based Approach to the Delexicalization and Grammaticalization of Intensifiers in Modern English*, in Ilse Wischer and Gabriele Diewald, New Reflections on Grammaticalization 143-161 (John Benjamins Publishing Co. 2002) 17

TABLE OF AUTHORITIES—Continued

Page(s)

H. Paul Grice, *Logic and Conversation*, in Peter Cole and Jerry L. Morgan, Syntax and Semantics 3: Speech Arts, 41-58 (Academic Press 1975).....8

How to Play Snap, WikiHow, https://www.wikihow.com/Play-Snap (last visited Dec. 19, 2018).....14

Oxford Dictionary of Accounting (5th ed. 2016).....11

Rodney Huddleston and Geoffrey K. Pullum, *The Cambridge Grammar of the English Language* 526 (Cambridge Univ. Press 2016) 8

Sali A. Tagliamonte, *So Different and Pretty Cool! Recycling Intensifiers in Toronto, Canada*, English Language and Linguistics 12(2): 361-394 (Cambridge University Press 2008).....17

INTEREST OF *AMICI CURIAE*[1]

Amici are scholars of linguistics, which is the scientific study of language structure, meaning, and use. The discipline has been one of the most influential and pioneering contributors to the modern social sciences with respect to empirical coverage, methodological rigor, and interdisciplinarity.

By nature of their academic and professional work, *Amici* are deeply familiar with syntax and grammatical analysis, linguistic theory, language universals and typology, English grammar, and English as a global language. They are professors of linguistics at universities across the country:

- Dr. Patrick Farrell is a former chair and current professor in the Department of Linguistics at the University of California, Davis. He is a Fellow of the Linguistic Society of America ("LSA"), for which he serves as Editor of the Proceedings of the LSA, Chair of the Committee on Publications, and Publications Advisor. His published work, which has appeared in numerous journals, proceedings, and books, focuses primarily on issues in English and comparative syntax and semantics from various theoretical orientations in both generative and cognitive/functional traditions. His research also encompasses aspects of the grammar of

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[1] Pursuant to Supreme Court Rule 37.3(a), *Amici Curiae* state that counsel for all parties consented to the filing of this brief. Pursuant to Supreme Court Rule 37.6, *Amici Curiae* state that no counsel for any party authored this brief in whole or in part, and that no person or entity aside from counsel for *Amici Curiae* made any monetary contribution intended to fund the preparation or submission of this brief.

Romance languages and issues of meaning and culture and language learning and teaching.

- Dr. Farrell Ackerman is a professor of linguistics and director of the Human Development Sciences program at the University of California, San Diego. He is a co-developer of Word and Pattern approaches to grammar analysis. These information-theoretic and computational models explore the nature of systemic organization as investigated in sister developmental disciplines that take an epigenetic and systems view of explanation in biology and psychology. He is the author of three books on grammar analysis and has published numerous articles and book chapters. He is a past associate editor of the journal *Language* and is presently on the board of the journal *Word Structure.*
- Dr. Chris Barker is a current professor in and former chair of the Department of Linguistics, and a former Vice Dean for the College of Arts & Science, at New York University ("NYU"). His research and publications focus on theoretical linguistics: model-theoretic semantics, philosophy of language, continuations, substructual logic, theory of computation, scope, vagueness, definiteness, thematic relations, lexical semantics, plurals, crossover, and possessives. In addition, he served on the editorial board for several journals including *Linguistic Inquiry, Semantics and Pragmatics, Language and Linguistics Compass, Journal of Semantics,* and *Linguistics and Philosophy.*
- Dr. Adele Goldberg is a professor of linguistics and psychology at Princeton University. She has received numerous awards and fellowship grants

for her work on the psychology of grammar, including theoretical and experimental aspects of grammar and its representation, acquisition of form-function correspondences, and syntac priming.

- Dr. Laura Michaelis-Cummings is Professor and Chair of the Department of Linguistics at the University of Colorado Boulder and a Faculty Fellow in the Institute of Cognitive Science. She currently serves as the General Editor of the Cambridge University Press journal *Language and Cognition: An Interdisciplinary Journal of Language and Cognitive Science*. Her research specializations include tense-aspect interface, corpus syntax, syntactic innovation, aspectual meaning in typological perspective, the discourse-syntax interface, etymology, and Latin syntax and semantics.

Amici are filing this Brief because they believe that language matters in a law-governed society and that the meanings of words provide clear guarantors for expectations encoded in law. *Amici* believe that Respondents were correctly awarded the "full costs" of their litigation against Petitioners, applying a reading of the statutory term "full costs" that comports with fundamental and well-established principles of linguistics as applied to the plain text of the Copyright Act.

SUMMARY OF ARGUMENT

The Ninth Circuit held in the matter below that the phrase "full costs" in Section 505 of the Copyright Act refers to both taxable and non-taxable litigation costs—in other words, that it refers to all costs of litigation. *Oracle USA, Inc. v. Rimini Street, Inc.*, 879 F.3d 948 (9th Cir. 2018); Pet.App.1a-35a; 17 U.S.C. § 505.

A linguistic analysis of Section 505 supports this plain reading of the statutory text. In essence, linguistic analysis confirms what every speaker knows: speakers select words for meanings that convey their intentions. Principles of linguistics thus comport with familiar canons of statutory construction, in particular that all words in a statute are presumed to have an identifiable meaning upon which interpretation is based and from which expectations are derived.

The ordinary meaning of the word "full" is "complete" or "total." Under standard principles of linguistics, when "full" is used to modify "costs," it must refer to "all" costs, not just "some" costs. These principles include the "principle of compositionality," under which the meaning of an expression is a function of the meanings of its parts and of the way they are syntactically combined—to take the present example, in the phrase "full costs," meaning must be given to both the words "full" and "costs." And these principles include the "meaning contribution" of adjectives in phrases where they combine with nouns, which holds that adjectives that precede a noun or nominal phrase must contribute to the meaning of the phrase containing them. Here again, "full costs" means something more than "costs." Applying these principles in the context of the Copyright Act,

awarding a party "full costs" means all of the costs accrued by that party.

Certain linguistic scholars (the "Corpus Linguistics *Amici*") have submitted a brief on behalf of Petitioners. They assert first that "full costs" means the costs that are otherwise understood to be awardable under the general federal cost-shifting statute, 28 U.S.C. § 1920. They assert, second, that the word "full" is often "delexicalized," *i.e.*, that it simply draws attention to a meaning already present in the noun it modifies but offers no independent import to the phrase. For both reasons, they argue that the adjective "full" provides no additional meaning to "costs" in Section 505.

Neither argument is persuasive. First, the word "full" has meaning when modifying a noun or nominal phrase, like "costs," where the noun or phrase in and of itself does not include completeness as part of its meaning. This conclusion is strengthened by Congress' decision to use the word "full" in Section 505 and not in other statutes such as Section 1920, which decision should be given full effect. The present language is utterly unambiguous: "full" must mean "full." If it does not, language as a social convention and tool for lawmaking becomes useless.

Second, delexicalization is a rarely applicable concept in linguistics, as it is a concept that words mean nothing, or that they mean something other than what persons of ordinary understanding would expect. In the uncommon cases where this occurs, it is an exception and not the general rule, and does not apply here. The most the Corpus Linguistics *Amici* show is that the word "full" in different situations has different meanings—but that is simply an application of the common sense principle of linguistics that

words can be "polysemous," or have different meanings in different contexts. The point of linguistics, including corpus analysis, is not to identify alternative but implausible meanings; it is to identify the ordinary, expected, and intended meaning. Here, the existence of alternative meanings for the word "full" in different contexts does not justify adopting an implausible reading of the word, or reading it out of the statute altogether.

ARGUMENT

I. LINGUISTIC ANALYSIS IS CONSISTENT WITH CANONS OF STATUTORY INTERPRETATION AND IS RELEVANT TO DETERMINING THE MEANING OF THE WORD "FULL."

Linguistics is the scientific study of language. The principles of linguistics, while phrased in the specialized language of the discipline, will be familiar to judges and lawyers who practice statutory interpretation. Linguists, like judges, look to words for clarity. They identify the meanings of words, and they calculate how the combined meanings of words create composite meanings for phrases and sentences. These phrasal meanings constrain interpretations by native speakers, who share the same code. These shared interpretations guide expectations and beliefs upon which speakers predicate their behaviors. In short, speakers trust that their interlocutors or writers of relevant texts are participating in standard canons of communication.

To appreciate the meaning of the Copyright Act's reference to "full costs" from the perspective of linguistics, it is first necessary to briefly discuss fundamental principles that guide a linguistic theory of meaning.

The first is the "principle of compositionality," according to which "[t]he meaning of an expression is a function of the meanings of its parts and of the way they are syntactically combined." Barbara H. Partee, *Formal Semantics*, in MARIA ALONI AND PAUL DECKER, THE CAMBRIDGE HANDBOOK OF FORMAL SEMANTICS 3-32, 7 (Cambridge Univ. Press 2002); *see also* Barbara H. Partee, *Compositionality and Coercion in*

Semantics: The Semantics of Adjective Meaning, in GERLOF BOUMA ET AL., COGNITIVE FOUNDATIONS OF INTERPRETATION 145-161, 147 (Royal Netherlands Academy of Arts and Sciences 2007). For example, the meaning of the word "dogs" is some set of more than one dog. The meaning of the word "three" is a particular number. The combination of the word "three" with "dogs" narrows the meaning of the overall phrase to a set of dogs with exactly three members.

Related to this principle are the well-known Gricean maxims within the linguistic subfield of pragmatics. Pragmatics studies the ways that language is used in ordinary speech. The Gricean insight is that for effective communication to occur, speakers and listeners must follow common rules. These include such "maxims of quantity" as "[m]ake your contribution as informative as is required (for the current purposes of the exchange)," but "[d]o not make your contribution more informative than is required" *i.e.*, do not use extra words that do nothing. The import of which is that each of the words that the speaker or writer has chosen should be given real meaning. H. Paul Grice, *Logic and Conversation*, in PETER COLE AND JERRY L. MORGAN, SYNTAX AND SEMANTICS 3: SPEECH ACTS, 41-58, 45 (Academic Press 1975).

A second fundamental principle of linguistics concerns the "meaning contribution" of adjectives in phrases in which they combine with nouns (*e.g.*, "full glass") or nominal phrases (*e.g.*, "full glass of water"). Adjectives that precede a noun or nominal phrase "alter, clarify, or adjust [its] meaning contributions" and, thus, contribute to the overall meaning of the phrase containing them. RODNEY HUDDLESTON AND GEOFFREY K. PULLUM, THE CAMBRIDGE GRAMMAR OF

THE ENGLISH LANGUAGE 526 (Cambridge Univ. Press 2016).

A third fundamental principle is that the meanings of words can be "polysemous," which is to say that they can have multiple, related senses. *See* Dirk Geeraerts, *The Definitional Practice of Dictionaries and the Cognitive Semantic Conception of Polysemy*, LEXICOGRAPHICA 17:6-21 (2001). These are typically indicated in dictionaries by numbered listings with individual explications and examples. For example, the dictionary accessed by typing the word "define" followed by the word "full" in the Google URL bar brings up a brief synopsis of the meaning of the word "full," where two of its most common or basic senses are its function as an adjective and another two are its function as an adverb, as shown in Figure 1.

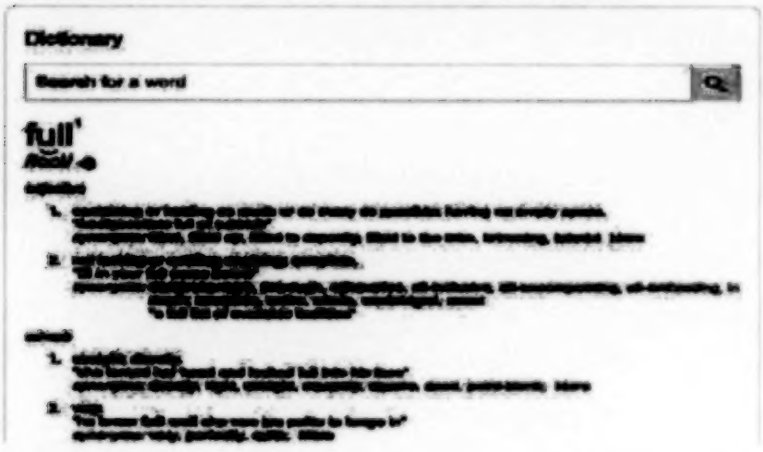

Figure 1: Google search result for the polysemous word "full" (search conducted on December 16, 2018).

Further searches for the dictionary meaning in greater depth in the Google dictionary or in other dictionaries would bring up additional senses and

many more examples. But this simple search suffices to illustrate polysemy.

These principles of linguistics parallel principles of statutory construction. *See* Geoffrey P. Miller, *Pragmatics and the Maxims of Interpretation*, 1990 WIS. L. REV. 1179, 1195-1202 (1990). Words have meaning, and they matter, particularly when Congress selects them in statutes that govern conduct and set expectations. Thus, one first looks to the plain meaning of the text. *See, e.g., Estate of Cowart v. Nicklos Drilling Co.*, 505 U.S. 469, 475 (1992).

A corresponding canon of construction is that "[i]f possible, every word and every provision [of a statute] is to be given effect . . . ." Antonin Scalia & Bryan A. Garner, *Reading Law: The Interpretation of Legal Texts* 174 (2012). "'A statute should be construed so that effect is given to all its provisions, so that no part will be inoperative or superfluous, void or insignificant . . . .'" *Hibbs v. Winn*, 542 U.S. 88, 101 (2004) (quoting 2A N. Singer, Statutes and Statutory Construction § 46.06, pp. 181–186 (rev. 6th ed. 2000)). And where Congress uses different terms in otherwise comparable statutes, one presumes that Congress did so intentionally and for a particular purpose. *See, e.g., Merrill Lynch, Pierce, Fenner & Smith Inc. v. Manning*, 136 S. Ct. 1562, 1578 (2016) (Thomas, J., concurring) (citing *Crawford v. Burke*, 195 U.S. 176, 190 (1904)).

Linguistics and canons of statutory construction thus are perfectly aligned. In linguistics: (1) words and phrases are presumed to have been chosen for their meaning, and the meaning of a phrase is determined by the meaning of its parts and how those parts are arranged; (2) adjectives modify their nouns or nominal phrases—they are not superfluous; and

(3) words may have multiple meanings, although context is key in determining what meaning is intended in a specific case. Under these basic rules of linguistics, "full" means "full." Applying these principles below leads to the conclusion that Section 505 gives the court discretion to award all of a prevailing party's costs, not just its otherwise "taxable" costs.

II. THE MEANING OF "FULL COSTS" IN THE COPYRIGHT ACT.

The key question for present purposes is what contribution the adjective "full" makes to the meaning of the phrase "full costs" as it is used in the Copyright Act, 17 U.S.C. § 505. In relevant part, the statute provides that "the court in its discretion may allow the recovery of full costs by or against any party other than the United States or an officer thereof." *Id.*

To answer this question, it is helpful to understand what the phrase "full costs" commonly means in similar lexical contexts in which (1) expenses must be accounted for in some way and (2) alternative methods of doing so exist.

Consider, in this light, the use of the term "full costs" in financial accounting. "Full costing," also known as "absorption costing," is an accounting method used to determine the complete end-to-end cost of producing products or services, including both fixed and variable overhead costs. Definition of *Full Costing Method*, Oxford Dictionary of Accounting (5th ed. 2016). Cost accounting can be based on this construct or on "direct costing," which does not consider the fixed overhead costs. Definition of *Direct Costing, id.* The reason for using the adjective "full" in the phrase "full costing" or "full costs" is to set up a contrast between the two

common accounting methods, and to indicate that the intended method when the term "full costs" is used is the one that includes complete end-to-end costs. The word "full" contributes the meaning "complete" or "all" to the overall meaning of the phrase.

At issue in the case of the Copyright Act is how to account for costs incurred in litigation. This is linguistically analogous to the example of general financial accounting: alternative methods can be and have been employed for cost shifting in various contexts.

One method would be to use only so-called "taxable costs." This method would include the costs that are specifically called out in Section 1920: (1) fees of the clerk and marshal; (2) fees for printed or electronically recorded transcripts necessarily obtained for use in the case; (3) fees and disbursements for printing and witnesses; (4) fees for exemplification and the costs of making copies of any materials where the copies are necessarily obtained for use in the case; (5) docket fees; and (6) compensation of court appointed experts and interpreters, and salaries, fees, expenses, and costs of special interpretation services. *See* 28 U.S.C. § 1920. But this method would exclude other costs ("non-taxable costs") such as the cost of experts, electronic discovery, depositions, and copying.

A second method of accounting for recoverable costs would include both the taxable and non-taxable costs—under the broader and not similarly constrained language of Section 505, which was the approach taken by the court below.

The phrase "full costs" is used in a guiding and meaningful way if, as would make sense, the drafters' intent was to specify that only one of these alternative

methods was being explicitly authorized. And, given that the ordinary and common meaning of the adjective "full" is "complete," the method that appears to be specified is the one that includes both taxable and non-taxable costs, *i.e.*, complete costs or all costs. This conclusion is consistent with the linguistic principles that words and phrases are chosen for their meaning, the meaning of a phrase comes from the combination of its parts, and adjectives are not superfluous but rather modify the nouns with which they are paired.

The correctness of this conclusion is particularly evident given the differences between the cost-shifting statutes, Sections 505 and 1920. When Congress first enacted the predecessor to Section 505, it authorized an award of "full costs." When Congress later enacted the predecessor to Section 1920, it did not—and specifically constrained the costs to be awarded in the general case. This difference, which each Congress to recodify the two respective statutes has carried forward, has meaning both from a linguistic and statutory perspective. As to the former, in conformance with the Gricean maxims of quantity, in each statute all and only necessary information is communicated, and the different choice of words should be given meaning. And as to the latter, "when Congress enacts a statute that uses different language from a prior statute, we normally presume that Congress did so to convey a different meaning." *Merrill Lynch*, 136 S. Ct. at 1578 (Thomas, J., concurring).

This conclusion also makes sense when considered against the ordinary meaning of the word "full." The word "full" often makes the same contribution to the meaning of phrases that include it as an adjective

followed by a noun or nominal phrase. Consider, for example, the phrase "full deck of cards." The nominal phrase "deck of cards" signifies a set of cards, presumed to include cards labeled for rank and suit in a standard way. When combined with "full," the overall phrase signifies a complete deck of cards, which is to say one with 52 cards with all of the ranks and suits properly represented. Given the principle of compositionality and basic knowledge of the meanings of the individual words, this meaning can easily be computed. The word "full" makes a potentially useful contribution to the overall meaning, because "full deck of cards" has a meaning that allows for a contrast with decks of cards with missing cards or half decks, double decks, endless decks, and so forth. The phrase in question is appropriately used, by way of example, in the following description of how to play the card game known as Snap: "The deck does not have to be completely full, because what matters are the ranks of the cards and not their suits."[2] Inclusion of "full" is likewise useful in the metaphorical expression "not playing with a full deck of cards," meaning something like "lacking complete intelligence."

There are, of course, situations in which the word "full" is used differently. For example, "full house" as used in poker does not signify a house with no room left in it. It signifies a hand with three cards of the same rank as well as two cards of some other same rank. The principle of compositionality is not at play in these very different contexts, as "full house" is a compound word rather than a syntactically constructed phrase, and compound words often have

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[2] *How to Play Snap*, WikiHow, https://www.wikihow.com/Play-Snap (last visited Dec. 19, 2018).

idiosyncratic meanings, as in the case of "screwdriver" (the drink), "butterfly," "hot dog," and the like. By contrast, the adjective "full" can combine with "house" or a nominal phrase containing "house" in a way that straightforwardly engages the principle of compositionality and adjectival meaning, as in "We're expecting a full house of family and friends."

The phrase "full moon," which yields the meaning "moon at the stage at which it is as if it contains as much light as possible," further demonstrates this concept. The moon appears in a continuum of phases, including "new," "crescent," "quarter," and "half," each of which identifies how much of the moon reflects the light of the sun—and each of which is less than "full." When one refers to a "full moon," however, one is referring to a clear and specific phase when absolutely no more light could be added to the moon.

In all these cases, the adjective "full" clearly clarifies, alters, or adjusts the meaning of the following noun or nominal phrase in some way. "Full moon" means something different from "moon" on its own; "full name" means something different from "name" on its own; and so forth.

This analysis, and the exemplar dictionary search above, show that the exact meaning contribution of the adjective "full" is partially dependent on the particular nominal phrase or noun with which it combines and the overall context. They also demonstrate that the term "full" is or can be "polysemous," meaning that it can take on multiple meanings in different contexts. To resolve these meanings, the context is important—it is not enough, as Corpus Linguistics *Amici* do, simply to point out their existence. For example, if a "full name" were asked for on a form, a first name alone would not

suffice, at least for someone with a surname. But whether a middle initial or full middle name would be needed could depend on the purpose of the form. If it were for a passport application, the full middle name would need to be provided. If it were for a journal article submission, the submitting author could choose to include a middle initial or name or not.

Composition and context are thus key, and here, the composition and context are plain. Under ordinary principles of linguistics, any question as to the meaning of the term "full" and the phrase "full costs" in the context of the Copyright Act should be resolved in conformance with the principle of compositionality, which dictates that the meanings of the component words of a phrase contribute to its overall meaning, and in conformance with the principle that adjectives serve the purpose of adjusting, altering, or clarifying the meaning contributions of the noun or nominal phrase with which they combine. And they should be resolved with respect to context, where the specific rule governing copyright cases is stated differently and set forth separately from the general rule for other cases.

Under these principles of linguistics, the phrase "full costs" in the Copyright Act should have meaning. And because "taxable costs" are less than full costs, the Copyright Act should be read to refer to the complete costs, or all costs, of a party, including both "taxable" and "non-taxable" costs.

III. THE FLAWED "DELEXICALIZATION" ANALYSIS OF CORPUS LINGUISTICS *AMICI*.

A principal claim of the Corpus Linguistics *Amici* is that "full" as it is used in Section 505 of the Copyright

Act should be considered a "delexicalized" adjective, so that it merely functions to "draw attention to and underline an attribute" that is already part of the noun "costs." Brief of Corpus Linguistics *Amici* in Support of Petitioners at 2, 5. We disagree.

"Delexicalization," understood as the loss of clear and independent meaning for a word, is a rarely applicable concept in linguistics. The term has sometimes been used to characterize verbs like "get" when they make only a minimal contribution to the meaning of the verb phrase containing them because the object noun phrase provides most of the meaning, as exemplified by the near synonymy of "She got a divorce from her husband" and "She divorced her husband."

Adjective delexicalization, where applicable, is characterized as a step in the historical process of grammaticalization, whereby an adjective undergoes a shift in meaning and starts being used as an "intensifier" or "degree adverb." *See, e.g.*, Gunter Lorenz, *Really Worthwhile or Not Really Significant? A Corpus-Based Approach to the Delexicalization and Grammaticalization of Intensifiers in Modern English*, in ILSE WISCHER AND GABRIELE DIEWALD, NEW REFLECTIONS ON GRAMMATICALIZATION 143-161 (John Benjamins Publishing Co. 2002); Sali A. Tagliamonte, *So Different and Pretty Cool! Recycling Intensifiers in Toronto, Canada*, ENGLISH LANGUAGE AND LINGUISTICS 12(2): 361-394, 363 (Cambridge Univ. Press 2008).

Adjective delexicalization involves a shift rather than a full loss of meaning. An example is "pretty," in phrases where the word functions as a degree adverb modifying an adjective in such a way as to add the same kind of meaning that "very" or "quite" do, as, for

example, in "pretty awful." The use of the adverb "full" in the second sense in Figure 1, where it is being used as a degree adverb, meaning something like "very" in the example "He knew full well she was too polite to barge in," can be characterized as a delexicalized adjective of the same kind.

But the "delexicalization" claim in the Corpus Linguistics brief concerns something else. The idea, apparently, is that "full" contributes no meaning of its own to the overall phrase containing it when it is combined with a following noun or nominal phrase. But this is just wrong. In most of the cases identified in the brief, including "full costs" and "full deck of cards," the adjective "full" contributes the basic sense of the adjective definition #2 shown in Figure 1, *i.e.*, "complete" or "all." By contrast, the noun standing alone ("costs" or "deck") could refer to a less-than-full subset thereof (*e.g.*, taxable costs or a Snap deck).

Title 17 of the U.S. Code, which contains the Copyright Act, its subsequent amendments, and related laws, uses "full" in other instances to convey completeness. The word "full" appears six times in various contexts in the Title, and it surely is not an accident where it appears.[3] For example, in certain circumstances, the liability of a seller or distributor of an infringing article is limited to cases where that person fails to make a "prompt and full disclosure" of the source of the article upon the request of the copyright holder. 17 U.S.C. § 1309(b)(2). The law

[3] Title 17 of the United States Code includes the Copyright Act of 1976 and subsequent amendments to copyright law: the Semiconductor Chip Protection Act of 1984, as amended; and the Vessel Hull Design Protection Act, as amended. The additional references are in Section 111(f)(5)(B)(ii); Section 704(e); Section 802(f)(1)(A); Section 911(f); and Section 1309(b)(2).

requires full disclosure—and nothing less—regarding copyright infringement.

If "full" is delexicalized as often as Corpus Linguistics *Amici* suggest, then presumably it should be read out of the entire statutory scheme—and that cannot be the case. Congress used the specific phrase "full costs" only twice in Title 17: in Section 505, and in Section 911(f), which grants courts discretion to award "full costs, including attorneys' fees"—indicating that even a much later Congress interpreted the term "full costs" in the copyright litigation context as being much broader than the six prescribed costs awardable under Section 1920, even to "includ[e] attorneys' fees." In short, both times Congress used the phrase "full costs," it was granting the court discretion to award more than taxable costs. If "full" has in fact been delexicalized, then that would beg the question of why Congress specifically chose to use the phrase "full costs" at all.

Nor do the examples that Corpus Linguistics *Amici* cite support their use of the delexicalization concept. The analysis in the principal corpus they rely on at https://goo.gl/Tmjnra includes a categorization of uses of the adjective "full." *Amici* use this to estimate how often the word "full" supposedly is delexicalized, by which they mean that the word "full" could be omitted without a change in meaning. Brief of Corpus Linguistics *Amici*, at 27. The problem is that there is no clear basis for the examples they cite, and no clear application to the statute at hand.

Consider as well, by way of example, the following sentence from the so-called "Oracle corpus," which is listed in the brief as containing an unneeded instance of the adjective "full":

> You can read the [full] details of the adoption story on Adam's blog.

Brief of Corpus Linguistics *Amici*, at 29. This sentence appears on an Oracle blog site, following a short summary of the "adoption story" of a particular web-based management system.[4] Contrary to this assertion, the word "full" is needed and provides meaning to the sentence. Had the author simply used "details of the adoption story," it would be unclear what details were being identified. The noun "details" potentially refers to any set consisting of more than one detail, which does not convey the meaning of completeness that the use of "full" does. Had the author used "the details of the adoption story," including the definite article "the," but not "full," it still would be unclear whether these were selected details or complete details. By contrast, inclusion of "full" in the phrase "the full set of details of the adoption story" lets the reader know that the set of details appearing in the summary is not the complete set. The meaning conveyed by the word "full" is that there is more to the story and it can be found on Adam's blog.

At best the Corpus Linguistics *Amici's* delexicalization argument addresses the use of the word "full" as an adverb—the "knowing full well" example. That, however, is not the question before this Court, as the word clearly is used as an adjective in Section 505. In short, the adjective "full" contributes a meaning that is essentially the same as that of the word "all."

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[4] *See* Java EE 7 in Production at safsms.com, Oracle (July 13, 2015), https://blogs.oracle.com/theaquarium/java-ee-7-in-production-at-safsmscom.

Returning to the phrase "recovery of full costs" from Section 505 of the Copyright Act, even with a delexicalized adjective analysis, it remains the case that the noun "costs" on its own signifies "costs," with no specification of amount. And, rather than underlining and calling attention to something in the meaning of "costs," the inclusion of "full" specifies a specific amount, namely all, not just "taxable," costs.

CONCLUSION

For the foregoing reasons, *Amici* respectfully submit that the Court should affirm the decision of the Ninth Circuit.

Respectfully submitted,

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